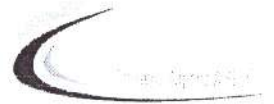




THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF TRANSPORT
TANZANIA AIRPORTS AUTHORITY



LEASE AGREEMENT IN RESPECT OF CONSTRUCTION AND
OPERATING AIRCRAFT HANGAR AT ARUSHA AIRPORT

BETWEEN

TANZANIA AIRPORTS AUTHORITY (TAA)

AND

SAFARI PLUS LTD

FOR THE YEAR 2025

AGREEMENT NO. AE-027/2025-2038/HQ/NC/32/01

Drawn by:

Tanzania Airports Authority, Head Office,
Terminal I, Julius Nyerere International Airport,
P. O. Box 18000
DAR ES SALAAM

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THE LEASE AGREEMENT

THIS LEASE is made this²⁶..... day of MAY, 2025

BETWEEN

TANZANIA AIRPORTS AUTHORITY, a Government Institution established under section 4 of the Tanzania Airports Act No. 08 of 2024 and whose registered office is at Julius Nyerere International Airport, Terminal 1, of P.O. Box 18000 Dar es Salaam, (hereinafter is to be referred to as the "**Lessor**", which expression shall, where the context so admits, include its permitted successors in title and permitted assigns), of the one part"

AND

SAFARI PLUS LTD, a Limited liability company incorporated under the Companies Act No.212 of 2002 of the laws of the United Republic of Tanzania of P.O. Box 76569, Dar es Salam, Tanzania (hereinafter called "the Lessee" which expression shall, where the context so admits, include its assigns and successors in title) of the other part

Lessor and Lessee may sometimes be referred to as "the parties" in this agreement as the context may permit

WHEREAS:

1. The Lessor is empowered under the Aerodrome (Licensing and Control) Act, No 08 of 2024 to;
 - a) Manage and operate Government-owned airports in Mainland Tanzania including Arusha Airport (herein "the Airport");
 - b) Provide facilities for passengers and other persons making use of the services or the facilities at the Airports; and
 - c) Enter into Agreements with any person or agency for inter alia the performance or provision by that person or agency for any of the services including aviation or such other facilities that may be performed by the Authority at the Airports.
2. The Lessor is the registered proprietor of the property at the Arusha Airport; the said property together with all buildings is hereinafter referred to as "**the Property**".
3. **WHEREAS**, the **SAFARI PLUS LIMITED** has applied to the TAA for the grant of leasehold interest in a designated parcel of land at Arusha Airport for the purpose

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of designing, constructing and operating an aircraft hangar facility (hereinafter called the "Facility")

4. **WHEREAS**, the facility is intended to be established and operated under a **Build-Operate-Transfer (BOT)** model, whereby **SAFARI PLUS Limited** shall finance, develop and manage the facility for the period of **twenty (20) years** Agreement, thereafter shall transfer ownership to TAA
5. The Lessee represented and assured the Lessor that, it has the required professional skills, personnel, technical and financial resources to construct and operate the facility.

NOW IN CONSIDERATION of Terms and Conditions provided under **Annex I** of this Agreement, **THIS LEASE WITNESSETH** as follows: -

1. SCOPE OF THE AGREEMENT

- 1.1 The scope of this agreement covers designing, constructing, operating an aircraft Facility and Leasing of the Demised Premise at the Arusha Airport
- 1.2 This Lease Agreement grants the Lessee rights and privileges to construct an aircraft Facility at the Demised Premises. In consideration of these promises, the Lessee agrees to abide with the terms and conditions herein including the obligation to pay to the Lessor rent for the Demised Premises established in this Agreement.
- 1.3 The Lessee covenants and undertakes to construct world class aircraft Hangar, *hereinafter* "hangar or the Facility" with the highest acceptable standards for operations of a Facility at the Airport forming part of the Development to the standard and specifications agreed between the parties.
- 1.4 The Lessee shall have the rights to use the lease Demised Premise and certain other common areas and facilities at the Airport to undertake its activities as per this agreement
- 1.5 The Lessee undertakes to confine its operations within the purview of this Agreement only and that any action on its part or on the part of any of its employees, or agents which violates the terms and conditions of this agreement, , shall be regarded as out of scope of this Agreement.

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2. RIGHT TO CONSTRUCT HANGAR

- 2.1 Lessor grants unfettered right to the lessee, at its own cost and expense, to design and construct the Facility on the Demised Premises in accordance with the plans, drawings and specifications annexed to this agreement and marked "Annexure IV". The Lessee shall not be required to seek further prior approval from the Lessor for the design, construct and operate the facility.
- 2.2 Lessor and Lessee agree that Lessor shall not create, permit, or cause any conditions that would hinder or delay the Lessee's construction of the Facility, including but not limited to obstructing access, denying necessary permissions, or imposing unreasonable requirements or charges. The Lessor agrees to provide reasonable assistance to the Lessee where required, such as facilitating access to utilities or providing necessary documentation or any approvals that will be required from itself or the Tanzania Relevant Authorities
- 2.3 Parties agree hereby that upon completion of the Facility construction; the Lessee shall have the right to immediately occupy and use the Demised Premises for the purpose intended under this agreement. The Lessor agrees to promptly inspect and confirm, in writing, that the construction meets the agreed-upon standards, and that the Lessee may proceed with occupancy without delay. It is agreed in this agreement that an implied approval is hereby accepted where within 14 days from the date Lessee informs Lessor in writing that construction is complete, Lessor may proceed to occupy the Demised Premise and commence its business and continue to pay rent as agreed in this agreement
- 2.4 The Lessor hereby agrees not to cause or allow any undue circumstances, restrictions, or obstacles that would prevent or make it unreasonably difficult for the Lessee to install, maintain, or operate its own equipment, systems, or services necessary for the Lessee's business operations, including but not limited to communication infrastructure or any other utilities within the Demised Premises. The Lessee shall have the right to freely arrange and install such facilities at its own expense, provided that any installation complies with applicable Laws, Regulations, and safety standards.
- 2.5 The Lessor further agrees that it shall not impose; any fees, charges, or conditions related to the installation, operation, or maintenance of such services, nor shall it create circumstances that would compel the Lessee to incur additional costs or inconvenience for such installations or operations, except where explicitly agreed upon in writing by both parties.

3. LEASE PERIOD

- 3.1 Subject to and in accordance with the terms and conditions set forth in this Agreement, the Lessee shall have the rights, and privileges set forth in this Agreement for a period of **Two hundred and Forty (240) MONTHS**

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effective from...²⁶ **May, 2025** and ending on ²⁵ **May, 2045**, hereinafter the "Renewal Term or Renewal Date"

- 3.2 Provided always that, unless the Lessee shall not be desirous thereof following the Renewal Term, Lessee retains the right of renewal and this Lease Agreement may be renewed upon such terms and conditions as shall be mutually agreed upon by the parties hereto, and shall be subject to such further covenants as may be agreed upon in writing by the Lessor and the Lessee at the time of such renewal.
- 3.3 Lessor and Lessee hereby agreed that the Lessee shall peaceably and quietly hold, possess, and enjoy the Demised Premises throughout the Term hereof, without any interruption, disturbance, or hindrance from the Lessor or any person lawfully claiming under them, and the Lessor shall not, during the Term of this Lease, terminate or cause the termination of the same prior to Renewal Date, except in accordance with the terms and conditions herein contained

4. GRANT OF DEMISED PREMISES AND MEASUREMENT

- 4.1 The Lessee shall pay rent for the Demised Premises for the Rented Space in the following order;
- 4.1.1 The built-Up area is **4260m²** hereinafter **built-up area** (including 1st and 2nd floor) and **1680m² Ram Area** of the land at the Airports as stipulated on **Annex IV**.
- 4.1.2 The Lessee shall have the right to occupy **3660m²** of the land situated at Arusha Airport. The land is placed at the disposal of the Lessee as designated and in its condition on the date of allocation.
- 4.1.3 Lessee shall pay rent per square meters as indicated in the tabulated schedule in this agreement.
- 4.2 The Lessee shall use all of the Demised Premise only for the purpose intended and shall carry out its activities in accordance with the terms of this agreement. The Lessee shall not vacate any part of the Demised Premises, in whole or in part, temporarily or permanently, during the period of this Lease, without the specific written approval of the Lessor.
- 4.3 The Demised Premise is granted to the Lessee as designated and in its condition as on the date of allocation and the Lessee is always deemed to have seen and visited the Demised Premise, to have perfect knowledge of the spaces, their advantages and disadvantages.

Lessor.....^{AN}.....

Lessee.....^{KS}.....Page 4 of 34

- 4.4 The Lessee shall continue with occupancy of the Demised Premise on the signing of this Agreement, or on such a later date as the Parties may agree to in writing.
- 4.5 After taking possession, the Lessee shall not claim any reduction in rental charges or any compensation whatsoever, on the pretext of the existence of error in the area, omissions, incorrect designation, hidden defects, defective conditions of the ground and basement levels, incompatibility with the intended use, any expected or unexpected, ordinary or extraordinary case.
- 4.6 The Lessor will not provide free parking space of the Demised Premise to be Leased by the Lessee except only where such parking are provided by Lessor to other Lessee's within the same airport area.
- 4.7 The Lessee shall have the right to carry out modifications, finishes and improvements in the Demised Premise subject to the provisions of this Agreement.
- 4.8 So long as the Lessee pays the rent and observes and performs the covenants and conditions expressly contained in this Lease Agreement to be observed and performed, the Lessee shall peaceably enjoy the Demised Premise during the term of the Lease Agreement without any lawful interruption from the Lessor.
- 4.9 In the event Lessee fails to take possession of the Demised Premise within one month from the date of signing this Lease Agreement, the Lessor may declare the contract null and void, and in such event, Lessee shall compensate the Lessor for the Loss of Business (if any) for the period that he failed to take possession and commence its preliminary activities towards construction of the facility.

5. AIRPORT CHARGES AND PAYMENT TO THE LESSOR

5.1 AIRPORT CHARGES

5.1.1 For avoidance of doubts in this agreement, the Lessee has been given a total of **5,340** m² of land placed for construction of an aircraft Facility at Arusha Airport, the *Demised Premise*

5.1.2 For further avoidance of doubts, the Demised Premise comprises of the following Areas;

5.1.2.1 A total of **4260**m² *hereinafter referred to as the "built-up" area and*

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5.1.2.2 A total of **1680m²** of *hereinafter referred to as the "Ramp Area"* of land space.

5.1.3 The rent for the Demised Premise shall be applied effective after two years, hereinafter the "grace period" from the date Lessee completes construction of the Facility or at any time not later than two years from the date of signing this agreement whichever, comes later and provided always that the Lessor has not delayed any necessary requirements or approvals or failed to bring Lessee into possession of the construction site timeously or in an expeditious manner.

5.1.4 It is hereby agreed that the monthly rental shall start to accrued effectively after construction of the facility is finished.

5.1.5 Parties agreed further that in the event the Lessee renders services to third party, within the Demised Premises, there shall be paid by the Lessee unto the Lessor, an annual fee of Ten Percent (10%), hereinafter "concession fee" on the gross turnover of the invoices issued by the Lessee to such third party, and the same shall be charged in respect of each occasion upon which such services shall be rendered and invoiced by the Lessee to the third party for the use of the Four Thousand Two Hundred and Sixty square metres (4260 sqm), the Built Up Area, of the demised Premise.

5.1.6 Provided always that the gross turnover upon which the said concession fee shall be levied shall be determined by the Lessee presenting to the Lessor, at such time as shall be reasonably required, the invoices issued by the Lessee to such third party, which shall thereupon be subject to reconciliation with the records of the Point of Sale system (or any similar records as maintained by the Lessee) to verify and confirm the third party's gross turnover and the proper amount for which the concession fee shall be due.

5.2 PAYMENT TO THE LESSOR

5.2.1 The Lessee shall pay to the Lessor the sum of Tanzania Shillings **One Hundred Million Thirty-Three Five Hundred Thousand (TSH 133,500,000:00)**, as an Annual Rent for the Demised Premise, as calculated and tabulated below for the demised premise of **Five Thousand Three Hundred and Forty Square Meters (5,340sqm)** at a rate of Tanzania Shillings **Twenty-Five Thousand (TSH 25,000)** per square meter.

Lessor.....*AM*.....

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Area in sqm	Bult up Area (SQM)	Ramp Area (SQM)	Total Area (SQM)	Rent / (SQM)	Total Rent/Annum
Demised Premise/Rent	4260	1680	5,340	25,000	133,500,000

- 5.2.2 Rent payable by the Lessee to the Lessor in this Agreement shall be paid in ADVANCE after the signing of this agreement with or without demand, free of exchange and without any deductions or set off whatsoever.
- 5.2.3 In this agreement, the agreed, Tanzania Shillings Twenty-Five Thousand (TSH 25,000) per square for the 5,340square meters) may be reviewed after every 5years (*hereinafter rent Review or rent review clause*) from the Commencement Date.
- 5.2.4 It is hereby agreed that when determining the Payable rent, the Lessor shall take into account the current market rates in the region.
- 5.2.5 In any event, and during the rent review clause after the every 5years period, rent increase shall be determined by the Lessor, whether at market rates or otherwise; such increase shall not exceed 2% of the currently rent payable under this agreement nor shall it exceed in aggregate sum a total of 7% for the entire Lease period in this agreement
- 5.2.6 Subsequent to the Lease period term and upon renewal, the sum of rent payable as annual rent for the Demised Premise shall be calculated as tabulated below

Premise in SQM	Specified Area	Total Area (SQM)	Rent / (SQM)	Total Rent/Annual
Built Up Area	4260	4260	120,000:00	511,200,000:00
Ramp Area	1680	1680	25,000:00	42,000,000

5.3 SERVICES AND UTILITIES

Lessor.....AM.....

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- 5.3.1 It is hereby agreed that Lessor shall provide enough electric and water supply to the requirements of Lessee at a metered reader to be settled by Lessee directly to the relevant Authorities meter readers to the extent of Lessee's consumption as required.
- 5.3.2 Lessor's provided services will be invoiced to Lessee when agreed in advance. Such invoices shall be reasonable and clearly itemised with an appropriate portion of each service component corresponding with the type of service rendered, date and apportionment of such service to Lessee's consumption.
- 5.3.3 Lessor shall not create circumstances harder for Lessee to install its own facilities for services within the area where necessary
- 5.3.4 Payment for utilities (water, electricity, etc.) shall be payable monthly at a rate, which will be agreed upon with the **Airport Manager** at the respective Airport from time to time. Notwithstanding anything stated in this clause, nothing shall preclude the Lessor from making the payments directly to Relevant Authorities should this option be available without having to pay via the Lessor.
- 5.3.5 If any of the above payments are not paid in full on the date prescribed, the Lessor shall direct the Lessee to pay the due amount together with two percent (2%) interest per semester on the unpaid plus four percent (4%) of an unpaid amount as administrative costs.
- 5.3.6 In the event payment is made by cheque and the drawn cheque is dishonoured by the bank, the Lessee shall pay to the Lessor two percent (2%) of the value of the cheque that has been dishonoured. This penalty and the principal amount must be paid within seven days from the date the Lessee is informed of the dishonoured cheque. If the Lessee fails to comply for a further period of over 60days of failed payments, the Lessor shall have reason to terminate this Agreement.

6. CONTRACT DOCUMENTS

- 6.1 The Lessee shall submit to the Lessor certified copies of documents relating to the business or activities of the Lessee conducted at the Airport including but not limited to current trading license, certificate of incorporation or certificate of registration of business names, TIN and VAT certificates as appropriate.

Lessor.....*AM*.....

Lessee.....*KB*.....Page 8 of 34

6.2 The following documents shall be deemed to form and be read and construed as part of this Agreement:

- i. Annex I – Terms and conditions for the Lease Agreement
- ii. Annex II - Summary sheet
- iii. Annex III – Settlement Account for effecting payment
- iv. Annex IV- Description of the Demised Premises
- v. Technical drawings
- vi. Company/Entity documents

IN WITNESS WHEREOF this Agreement has been duly executed by the Parties hereto as of the day and year first hereinbefore written.

Lessor.....AM.....

Lessee.....EB.....Page 9 of 34

THE LESSOR

SIGNED and DELIVERED by duly authorized officers of **Tanzania Airports Authority**

Officer Name: Abdul Mawboke

Signature: [Handwritten Signature]

Designation: Director General

Date: 26 May 2025

Officer Name: ZILIPA MWJARUBI

Signature: [Handwritten Signature]

Designation: Corporate Secretary/Legal

Date: 26/05/2025

Signatories Address

Tanzania Airports Authority,
P. O. Box 18000,
Julius Nyerere International Airport Terminal One,
Dar es Salaam.

**DIRECTOR GENERAL
TANZANIA AIRPORTS AUTHORITY
P. O. Box 18000
DAR ES SALAAM**

Lessor.....AM.....

THE LESSEE

SIGNED and DELIVERED by duly authorized officers of **Safari plus Limited**

Officer Name: KIERAN BARNARD

Signature: [Handwritten Signature]

Designation: Director

Date: 26/05/2025

Officer Name: HIRON SHINKALA

Signature: [Handwritten Signature]

Designation: Director/ Secretary

Date: 26.5.2025

Safari Plus Limited,
P.O Box 76569,
Dar es Salaam.

**SAFARI PLUS LTD.
P. O. Box 77409
DAR-ES-SALAAM**

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ANNEX I

ANNEX I: TERMS AND CONDITIONS FOR THE LEASE

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Agreement, the following definitions and interpretations shall, in addition to those given elsewhere, apply:

Agreement	means this Lease Agreement (and the schedules and the appendix to it), as modified from time to time.
Airport	Mean Arusha Airport.
Applicable Laws	means all laws, promulgated or brought into force and effect by the Government of Tanzania including regulations and rules made thereunder, and judgments, decrees, injunctions, writs and orders of any court, as may be in force and effect during the subsistence of this Agreement.
Applicable Permits	means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Laws in connection with this Agreement.
Demised Premise(s)	All that area granted to Lessee by Lessor to construct an aircraft hangar and the space thereon for which rent is charged in this agreement
GoT	means the Government of Tanzania.
Good Industry Practice	means those practices, methods, techniques, standards, skills, diligence and prudence which are generally and reasonably expected of and accepted internationally from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations in accordance with this Agreement.
Demised Premises	means the floor area of space(s) leased to the Lessee by the Lessor.

Lessor.....*AM*.....

Lessee.....*KB*.....Page 11 of 34

Material Breach	Shall mean a substantial violation of the terms and conditions in the core provisions of this agreement that the breaching party fails to fulfil its essential legal obligations thereby undermining the purpose of this agreement
The Services	Shall mean water, telephone, electricity, diesel and oil for standby generators, sewerage gas and similar provisions
Taa	means Tanzania Airports Authority.
Tcaa	means Tanzania Civil Aviation Authority.
Taa Representative	means such person or persons as may be authorized in writing by TAA to act on its behalf under this Agreement and shall include any person or persons having authority to exercise any rights or perform and fulfil any obligations of TAA under this Agreement.
Parties	means the parties to this Agreement collectively and "Party" shall mean any of the Parties to this Agreement individually.
Tzs	means the lawful currency of the United Republic of Tanzania.

1.2 Interpretations

In this Agreement words importing: -

- 1.2.1 Persons shall include firms, associations, partnerships, trusts, corporations, and other legal entities, including public bodies, as well as natural persons;
- 1.2.2 The male gender shall include the female gender and vice versa;
- 1.2.3 The singular shall include the plural and vice versa, unless the context clearly indicates otherwise;
- 1.2.4 In this Agreement, headings of clauses are for the purpose of convenience and reference only and shall not be used in the

Lessor.....*AM*.....

Lessee.....*KS*.....Page 12 of 34

interpretation of or the modification or amplification of the terms and conditions of this lease or any of its clauses;

- 1.2.5 The clauses and sub-clauses in this Agreement are divisible and if any clause or sub-clause is found to be void or for any reason unenforceable, then such clause or sub-clause shall be severed from this Agreement, but such severance shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect and binding upon the parties hereto;
- 1.2.6 Any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into hereunder; and
- 1.2.7 References to Tanzanian law shall include the laws, acts, ordinances, rules, regulations, or by-laws which have the force of law in the United Republic of Tanzania; the Schedules to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement.

2. LESSEE'S COVENANTS

The Lessee hereby covenants with the Lessor on the following:

- 2.1 To pay the rent and other applicable charges on the days and in the manner set out in this Lease Agreement and not to exercise or seek to exercise any right to withhold rent whether by way of legal or equitable set-off.
- 2.2 To pay and to indemnify the Lessor against all rates, taxes, charges, impositions and any other costs as agreed in this Lease Agreement, during the Lease Period, that are charged, for the Demised Premise, PROVIDED that this covenant shall not oblige the Lessee to pay any of such rates, taxes or charges which are by statute payable by the Lessor.
- 2.3 To comply with reasonable safety and security directions as notified from time to time and necessary for the day-to-day operations of the Airport.
- 2.4 To adhere to any legally binding directions, rules and regulations on safety and security as issued by TCAA, TAA, the Lessor or any other law enforcement authority.
- 2.5 To pay to the suppliers thereof and to indemnify the Lessor the agreed services consumed, at or in relation to the Demised Premise

Lessor.....*AM*.....

Lessee.....*VS*.....Page 13 of 34

- 2.6 At all times during the time to repair and keep the interior of the leased spaces Demised Premise in good and substantial repair and condition (fair wear and tear exempted).
- 2.7 To replace the Lessor's fixtures and fittings, (if any), in the Demised Premise which may be or become beyond repair at any time during or at the renewal term of this Lease Agreement as a result of any act, omission or negligence on the part of the Lessee, fair wear and tear excepted.
- 2.8 To maintain the Building Common Parts in clean sanitary condition and to bear, pay and discharge all sewerage and cesspit emptying charges attributed to the Demised Premise.
- 2.9 To remove any additions alterations or improvements made to Demised Premise at the Renewal Term if so required by the Lessor to the reasonable satisfaction of Lessor or its surveyor and to repair any parts of the Demised Premise which may be damaged by such removal.
- 2.10 To be responsible for and to keep the Lessor fully indemnified against all damages, losses, costs, expenses, actions, proceedings, claims and liabilities *herein after* "the losses" made against or suffered or incurred by the Lessor arising directly or indirectly any act, omission or negligence of the Lessee or any persons at the Demised Premise; or any breach or non-observance by the Lessee of the covenants, conditions or other provisions of this Lease or any of the matters to which this Demised Premise is subject as long as such loss is reasonable and does not exceed in aggregate the annual rent payable to Lessor for the Demised Premises .
- 2.11 To permit the Lessor upon service of, a seven working days' notice *hereinafter* "entry notice "or to permit persons with the written authority of the Lessor or its agent at reasonable times of the day to be agreed upon in advance with the Lessee as long as its short of the entry notice to view the Demised Premises .
- 2.12 To yield up the Demised Premise in good and substantial repair in accordance with the terms of this Lease Agreement. Provided that the Lessee shall pay a sum equivalent to any loss of rent incurred by the Lessor (which shall be calculated at the level paid by the Lessee under this Lease Agreement) during such period as is reasonably required for the carrying out of works at the renewal term by reason of any breach of repairing the Demised Premise.

Lessor.....*AM*.....

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- 2.13 To remove all signs erected by the Lessee in, upon or near the Demised Premise and immediately to make good any damage caused by such removal(if any).
- 2.14 To obtain the approval of the Lessor for the design of the buildings to be constructed on the Demised Premise which approval shall not be unreasonably withheld or delayed beyond 14days from the date such approval has been sought by Lessee which period, Lessee is hereby granted an approval to proceed under this agreement.
- 2.15 To permit the Lessor and its agents and all persons authorized by them, in the company of a Lessee's representative and subject to the Lessee's security procedures.
- 2.16 To enter upon the leased premises at reasonable times and upon serving entry notice except in the case of an emergency for the purpose of ascertaining that the covenants, schedules and conditions of this Lease Agreement have been observed and performed.
- 2.17 To provide access to the Lessor and his authorized agents at reasonable times and upon reasonable prior notice, the entry notice for the purposes of undertaking any work to the Demised Premise of the Lessee, which may be required to be undertaken by the Lessor.
- 2.18 Not to commit any waste in the demised premise.
- 2.19 Not to make any structural and non-structural alterations or additions to the demised Premise without obtaining and complying with all necessary consents of the competent authority and paying all the relevant charges of any such authority in respect of such consents as required by relevant laws
- 2.20 , Consent seeking procedure shall require Lessee to make an application to the Lessor by way of a letter attaching drawings and where appropriate specifications of such postulated alterations, such an application to be submitted in duplicate, prepared by an architect or member of the relevant profession or professional organization as may be appropriate (who shall supervise the work throughout to completion.
- 2.21 In the event of security enhancements, Land Use Reclassification, environmental or public health regulations, infrastructure integration, code compliance, and government related changes (that affect other Lessees within the area) Lessor may demand for certain alterations (as long as they do not undermine the purpose of this agreement); on the demised premise. In the similar events, Lessor shall apportion to the Lessee the component of such expense for the built-up area so far as the said costs are reasonable and justifiable on the best industry standards for similar

workmanship or such alterations as the case may be; in connection with entering into the execution and instalments of such alterations, and in apportioning a such lessee is not treated less favourable than other lessees within the airport area.

- 2.22 In the event where consent of Lessor for any alteration may be required obtaining the consent of the Lessor, such consent not to be unreasonably withheld or delayed PROVIDED that this shall not apply to the erection by the Lessee of internal demountable partitioning of a design or materials and layout subject to the Lessee removing the same at the determination of the Lease Term and making good all damage caused by its installation and subsequent removal.
- 2.23 Not to cease carrying on activities in the Demised Premise or leave the Demised Premise continuously unoccupied for more than one (1) month without notifying the Lessor and providing such caretaking or security arrangements as the Lessor shall reasonably require and as the insurers may require in order to protect the Demised Premise from vandalism, theft, damage or unlawful occupation.
- 2.24 Not to transfer, sell, assign or part with the Lessee's activities howsoever along with the Demised Premise without first seeking for consent from Lessor. In such incidents, the Demised Premise shall be surrendered to the Lessor for reallocation.
- 2.25 Not to discharge into the pipes serving the Demised Premise and the building common parts any oil or any objectionable dangerous, poisonous or explosive matter or substance and to take all reasonable measures to ensure that any effluent so discharged into the pipes will not be corrosive or otherwise harmful to the pipes or cause obstruction or deposit in them.
- 2.26 Not to bring or permit to remain on the Demised Premise articles, or equipment tools which may damage the Demised Premise or any part thereof.
- 2.27 Not to do anything which interferes with the heating, cooling or ventilation of the building or which imposes an additional load on any heating cooling or ventilation plant and equipment in the Demised Premise or the building beyond what is required in the best practices of the similar industry standards.
- 2.28 Not to operate the ventilation equipment in the Demised Premise otherwise than in accordance with the regulations for such purpose made by the Lessor from time to time.

- 2.29 Not to erect any pole, mast, dish or wire (whether in connection with telegraphic, telephonic, radio or television communication or otherwise) on the Demised Premise without the prior written consent of the Lessor and such consent shall not be unreasonably withheld or delayed beyond 14days from the date such an application has been made by Lessee.
- 2.30 Not without prior written consent of the Lessor to fix or install any signage on the exterior of the building and such consent shall not be unreasonably withheld or delayed beyond 14days from the date such an application has been made by Lessee. Provided that the Lessee shall have the right to display its company logo, brand, business names and normal advertising material within the Demised Premise. The Lessor acknowledges that signs displayed by the Lessee must conform to the corporate identity of the Lessee and that the Lessee shall retain control of the manufacturing of its signs and advertisements.
- 2.31 Not to make connection with the pipes that serve the Demised Premise without the Lessor's prior written consent which shall not be unreasonably withheld or delayed beyond 14days from the date such an application has been made, other than in accordance with plans and specifications approved by the Lessor and subject to consent to make such connection having been previously obtained from the competent statutory authority.
- 2.32 Not to do in or allow to be done near the Demised Premise any act or thing by reason of which the Lessor may under any statute incur, have imposed upon it or become liable to pay any penalty, damages, compensation, costs, charges or expenses.
- 2.33 Not to do nor allow to remain upon the Demised Premise anything which may be or become or cause a nuisance, annoyance, disturbance, injury or damage to the Lessor or its other Lessees or to the Lessor.
- 2.34 Not to use the Demised Premise for a sale by auction or for any dangerous, noxious, noisy or offensive trade business manufacture or occupation not for any illegal or immoral act or purpose.
- 2.35 Not to use the lettable spaces other than as an office space for purposes of carrying out the Lessee's licensed and authorized business, as at the date of commencement of the Lease.
- 2.36 Not to mortgage or create any charge on the Demised Premise for the duration of the lease period, unless agreed in writing with the Lessor.
- 2.37 Not to hold on trust for another or (save pursuant to a transaction permitted by and effected in accordance with the provisions of this Lease

Agreement) part with the possession of whole or any part of the Demised Premise or permit another person to occupy the whole or any part of the Demised Premise.

- 2.38 Not to assign, underlet or charge any part of or the whole of the Demised Premise without written consent from the Lessor.
- 2.39 Without prejudice to the generality of the above to comply in all respects with the provisions of any statutes and any other obligations imposed by law or by any by-laws applicable to the Demised Premise or in regard to carrying on in the trade or business for the time being carried in the Airport.

3. THE LESSOR'S COVENANTS

- 3.1 Subject to the Lessee paying the Lessor the rent, and all other agreed charges agreed payable under this Lease Agreement and complying with the covenants, the terms of this Lease Agreement the Lessor covenants with the Lessee to have unfettered rights for quiet and peaceful enjoyment of the Demised Premise and Lessor shall assist Lessee to ensure Lessee benefits under this Lease Agreement
- 3.2 To enable the Lessee access, posses, construct, occupy, utilize and benefit from the Demised Premise, free from encumbrances in accordance with this Agreement.
- 3.3 Lessor covenants to the Lessee that, the Lessor shall, during the Term of this agreement, ensure that the Lessee shall be protected from any acts, threats, or circumstances which may reasonably impact or interfere with the Lessee's quiet and peaceful enjoyment of the Demised Premises. Such protection shall include, but not be limited to, any actions arising from public policy, eminent domain, or concerns relating to public safety as provided under the relevant provisions of the Tanzania Land Act and other applicable laws in Tanzania.
- 3.4 Upon written request from the Lessee, the Lessor shall provide outlets as they presently exist, or assist the Lessee in obtaining unimpeded access to all necessary infrastructure facilities and utilities, including water, electricity and telecommunication which the Lessor may approve in writing to be installed at the cost and expense of the Lessee, for use in the Demised Premise
- 3.5 To make or vary rules and regulations that govern the relationship between tenants and in general the use of common areas from time to time. At no time shall Lessor impose rules that treat Lessee less

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favourable than other occupiers in the airport area or the Demised Premise

- 3.6 Lessor further covenants that it shall take all reasonable measures, including legal remedies available under the Tanzania Land Act, to prevent or mitigate any disruptions to the Lessee's lawful possession, occupancy and peaceful enjoyment of the Demised Premises, and shall thereby indemnify the Lessee from any loss or damage arising from such external actions or omissions."
- 3.7 To keep and maintain the common areas in clean, tidy and sanitary condition. The Lessor agrees not to impose any terms or conditions upon the Lessee that are more onerous, restrictive, or financially burdensome than those imposed upon other Lessees, occupiers or businesses operating in similar areas of the Airport or the Demised Premises, unless specifically agreed mutually in writing.
- 3.8 To permit the Lessee peacefully and quietly to hold and enjoy the Demised Premise free from any interruption or disturbance from or by the Lessor, its agents, employees or any person claiming under it or in trust for the Lessor.
- 3.9 At the Lessor's own expense to execute all works and provide and maintain all arrangements upon or in respect of the Demised Premise or the use to which the Demised Premise are being put that are required in order to comply with the requirements of any statute (already or in the future to be passed) or directive of any government department, local authority or other public or competent authority or court of competent jurisdiction regardless of whether such requirement are imposed on the Lessor, the Lessee or any other occupier and provided that the Lessor shall not be responsible for matters which are the express liability of the Lessee or any other Lessee in the building under these presents. "Provided always that the Lessor shall be responsible for ensuring that the Demised Premises comply with all applicable laws, regulations, and codes of practice, and shall bear all costs associated with any works required to meet these requirements, except where such works are required as a result of the Lessee's use or alterations to the Demised Premises. In such cases, the Lessee shall be liable for the costs of any works necessitated by its specific use of the premises.
- 3.10 Lessor covenants with Lessee that in the event of any termination of this Lease agreement prior to the renewal Terms, for any reason whatsoever, the Lessor shall compensate the Lessee for the significant investments made by the Lessee in the construction, maintenance, or improvement of the Demised Premises, including but not limited to the Facility, such compensation to be determined in accordance with the fair value of the Lessee's investments and continued business using the comparative analysis method of similar investments.

- 3.11 Such compensation shall be payable by the Lessor upon the early termination, whether within 90days from the date of such termination, caused by the Lessor or by any other lawful cause, and shall be settled forthwith in accordance with the provisions of the laws of the United Republic of Tanzania. The Lessor further covenants that any termination does not unduly prejudice the Lessee's substantial investment."

4. REPRESENTATION AND WARRANTIES

4.1 Representation and warranties of the Lessee

The Lessee represents and warrants to the Lessor that:

- 4.1.1 It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation.
- 4.1.2 It has full power and authority to execute, deliver and perform its obligations under this Agreement and carry out the transactions contemplated hereby.
- 4.1.3 It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement.
- 4.1.4 It has the financial standing and capacity to conduct business at the Airport.
- 4.1.5 This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof.
- 4.1.6 It is subject to civil and commercial laws of the United Republic of Tanzania with respect to this Agreement and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof.
- 4.1.7 There are no actions, suits, proceedings, or investigations pending or, to the Lessee's knowledge, threatened against it at law or in equity before any court or before any other judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Lessee under this Agreement or which individually or in aggregate may result in any Material Adverse Effect on its business, properties or assets or its condition, financial or otherwise, or in any impairment of its ability to perform its obligations and duties under this Agreement.
- 4.1.8 It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Governmental Agency which may result in any Material

Adverse Effect or impairment of the Lessee's ability to perform its obligations and duties under this Agreement.

- 4.1.9 It has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect on its financial condition or its ability to perform its obligations and duties under this Agreement.
- 4.1.10 No representation or warranty by the Lessee contained herein or in any other document furnished by it to TAA, or to any Government Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading.
- 4.1.11 It warrants that no sums, in cash or kind, have been paid or will be paid by or on behalf of the Lessee, to any person by way of fees, commission or otherwise for securing the Lease or entering into this Agreement.

4.2 Representations and Warranties of the Lessor

The Lessor represents and warrants to the Lessee that:

- 4.2.1 The Lessor is duly organized and validly existing under the laws of the United Republic of Tanzania.
- 4.2.2 The Lessor has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby.
- 4.2.3 There are no legal proceedings pending against the Lessor in respect of the Project.
- 4.2.4 The Lessor has taken all necessary action to authorize the execution, delivery and performance of this Agreement.
- 4.2.5 This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof.
- 4.2.6 The Lessor has not knowingly omitted to disclose any material information in its possession or under its control relating to this Agreement.

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- 4.2.7 The Lessor shall ensure that, while the Lessee is complying with the terms and conditions of this Agreement, is not disturbed by TAA or its Agents during the period of this Agreement.
- 4.2.8 Subject to the Aerodromes Control and Regulations Act 1981 or any re-enactment or amendment thereof for the time being in force or any other Regulations, circulars, directives or instructions that may be issued from time to time, by competent Authority, in connection with the operation of the Airport, the Lessor shall grant to Lessee, its employees, contractors or agents, full and free access to and from the Demised Premise to Lessee for conducting its business **PROVIDED** that such right of ingress and egress shall at all times be exercised in compliance with any and all regulations promulgated by lawful authority for the care, operation, maintenance, and protection of the Airport and applicable to all users of the Airport; and **PROVIDED FURTHER** that, such right of ingress and egress shall not be construed to prohibit the Lessor from establishing and assessing a fee or charge for the privilege of entry upon the Airport, when such fee or charge is levied upon all users of the Airport, nor to prohibit the Lessor from assessing a fee or charge on the contractor, agent or its employees for parking their personal vehicles in the parking areas of the Airport.

5. INDEMNIFICATION, LIABILITY AND RISKS

5.1 Indemnification

- 5.1.1 Unless Lessee has been grossly reckless the Lessee shall keep the Lessor, both during and after the term of this Agreement fully and effectively indemnified against direct proven losses, damages, injuries, deaths, expenses, proceedings, costs and claims including but not limited to reasonable legal fees and expense, suffered by the Lessor or any other third party where such loss, damage, injury, or deaths is the result of wrongful action, negligence or breach of this Agreement by the Lessee or his employees agents and/or any other person acting under instructions of or contracted by the Lessee; and provided always that the Lessee has not taken all reasonable steps to mitigate and address any such losses or claims arising from its actions or failures, and lessor shall be responsible for reimbursing the Lessee for any costs, losses, or expenses incurred by the Lessee as a result thereof, however, notwithstanding the foregoing, the total liability of the Lessee under this clause shall not exceed a liability cap equals less or equal to the total amount of the Rent paid for the Demised Premises, hereinafter, (the "Liability Cap"), and the Lessee liability shall only be limited for any losses, damages, or claims not in excess of the rent

amount, except where such losses arise as a result of the Lessees gross negligence or wilful misconduct.

5.1.2 The Lessor shall keep the, Lessee both during and after the term of this Agreement fully and effectively indemnified against direct proven losses, damages, injuries, deaths, expenses, proceedings, costs and claims including but not limited to reasonable legal fees and expense, suffered by the Lessee where such loss, damage, injury, or deaths is the result of direct negligence caused by the Lessor or his employee, agent or any person acting under instructions or contracted by the Lessor.

5.2 LIABILITY

The Lessee shall be responsible for third party liability relating to its business and must maintain in respect hereof an insurance cover to meet third party claims for injury or death to the extent only permitted by law.

5.3 RISKS

All staff and property of the Lessee brought or built at any time at the Airport, shall be entirely at the risk of the Lessee. The Lessor shall not be liable for injury or death to any person or for loss or damage to property caused on the Demised Premise or any part of the Airport through fire, floods, accident or any other cause over which the Lessor, his agents, employees or invitees have no control.

6. CONFIDENTIALITY

6.1 The parties with their sub-contractors, agents or employees shall not, either during the term or within two (2) years after expiration of this Agreement, disclose any proprietary or confidential information relating to the services, this Agreement, business or operations without the prior written consent of the other party.

6.2 In this Agreement where the consent of the Lessor for the purpose of the confidential clause is required, it shall be his/her sole discretion to consent or to refuse or to give conditions for consent and will not be bound to assign any reasons unless required to do so by law.

6.3 Upon termination of this Agreement all rights and obligations of the parties towards each other shall cease except: -

6.3.1 Those rights and obligations as may have occurred on the date of termination or expiration

6.3.2 The obligations of confidentiality set forth in this Agreement.

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6.3.3 Any right which party may have under the applicable laws of the United Republic of Tanzania

6.4 Upon termination of this agreement by notice of either party in accordance with this Agreement, the Lessor shall immediately upon dispatch or receipt of such notice take all necessary steps to bring its business to a close in a prompt and orderly manner.

7. HANDOVER, SURRENDER AND VACATE THE FACILITY

7.1 HANDOVER

Provided that no delays beyond 30days, immediately upon termination or seven days prior to expiration of this Agreement, the Lessee shall handover to the Lessor the Demise Premises and development thereon, that is the subject of the said termination or expiration.

7.2 SURRENDER AND VACATING

At or before expiration date of this Agreement, Lessee shall surrender to the Lessor, full, free and vacant Demised Premise, with all developments thereon, failure of which shall attract relevant charges equivalent to the rent payable in this agreement for an extended occupancy. That, the Demise Premises shall be surrendered in good condition, with the exception of ordinary wear and tear from use of the Demise Premises for the purpose for which they were intended in this lease agreement. After surrender, the Lessee agrees to pay to the Lessor the destruction costs (if any), incurred by the Lessor to bring the Demised Premise up to tenantable condition thereafter.

7.3 REMOVAL OF PROPERTY

7.3.1 Except as provided in this Lease Agreement, nothing herein shall be construed to preclude the Lessee removing from the Demised Premise or otherwise disposing of its personal property, including trade fixtures, tools and equipment title to which is to remain with the Lessee. All Lessor's property damaged by or as a result of the removal of Lessee property shall be promptly restored by the Lessee to the condition existing before such damage, at the Lessee's sole cost and expense. Such trade fixtures, tools, equipment, and other personal property shall be removed upon the expiration of this Agreement or expiration of this agreement for any portion of the Demise Premises hereunder.

7.3.2 Any removal of property by the Lessee pursuant to this agreement shall be subject to any valid lien which the Lessor may have(if any) thereon and such property shall not be removed from the Airport without the written consent of the Lessor only where the Lessor has

Lessor.....*AM*.....

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established a genuine claim in advance prior to such removal and obtained court order to detain it .

7.3.3 At the expiration or termination of this Agreement, any personal property of the Lessee not removed in accordance with this agreement, may be removed and placed in storage by the Lessor for a period of 30days subsequent to which date, at the sole cost of the Lessee the property shall be safely stored for collection. If such property is not removed from storage by the Lessee within two month after placement therein, the Lessor may elect, after notice to the Lessee, to take ownership of the property or dispose of the property by either public or private sale and retain the proceeds.

8. DISPUTES WITH OCCUPIERS OF BUILDING

If any dispute arises between the Lessee and other Lessees or occupiers of the building as to any easement, right or privilege in connection with the use of the Demise Premises and any other part of the building or as to the boundary structures separating the Demise Premises from any other area or property the dispute shall be decided by the Lessor or in such manner as the Lessor shall reasonably direct or at the Lessor's option by the expert or surveyor acting as an expert and not as an arbitrator.

9. DISPUTE RESOLUTION

9.1 The parties shall attempt to resolve any dispute arising out of or relating to this Lease Agreement through negotiations between senior executives of the parties, who have authority to settle the same.

9.2 Should all the negotiations referred to in this clause fail to resolve the dispute within 30days from the date such dispute occurred, then the parties shall submit themselves to the court of competent jurisdiction.

10. OTHER GENERAL CLAUSES

10.1 SEVERABILITY

10.1.1 The effectiveness invalidity or unenforceability of any provision or part thereof of this Lease Agreement shall not affect any other provisions or the remainder thereof, all of which shall remain in full force and effect.

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10.2 WAIVER

10.2.1 Each of the party's covenants shall remain in full force both at law and in equity notwithstanding that the Lessor shall have waiver or be re-lettable temporarily or permanently, revocable or irrevocably by a similar covenant or similar covenants affecting the Lease Agreement with other Lessees of spaces in the building.

10.2.2 The Lessor shall not be responsible to the Lessee or to anyone at the Demise Premises expressly or by implication with the Lessee's authority for any accident happening or injury suffered or for any damage to or loss of any chattel sustained in the Demise Premises, except to the extent that such an accident, happening, injury, damage or loss is due to the act or neglect of the Lessor or any person acting, authorized by or claiming under the Lessor.

10.3 COMPLIANCE WITH THE LAWS AND REGULATIONS

10.3.1 The Lessee and the Lessor shall each comply, with all applicable laws, regulations, rules, and orders now or hereafter in force and as promulgated by TCAA or any other law enforcement authority from time to time. Such laws and regulations include Safety and Fire Regulations, Security Regulations, Safety Regulations, Environmental Management Regulations, among others.

10.4 MODIFICATIONS

10.4.1 Modification of the terms and conditions of this Agreement, including any modification of the scope of the services, may only be made by written Agreement between the parties. Each party shall give due consideration to any proposal for modification made by the other party.

10.5 ENTIRE AGREEMENT

10.5.1 This Agreement constitutes the entire agreement and understanding between the Parties relating to the subject matter. Except as may be expressly stated in this Lease Agreement, it supersedes and cancels all prior agreements, statements, representations, understandings, negotiations and discussions, whether oral or written, between the parties. Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any statement, representation, warranty or understanding is incorporated into this Agreement. Each of the parties acknowledges and agrees that in entering into this Agreement it has not relied on (nor has been induced to enter into this Lease Agreement by) any statement, representation, warranty or understanding made prior to this t Agreement.

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10.5.2 If after the Lessee has vacated the Demise Premises on the expiry of the Term any property of the Lessee remains in or on the Demise Premises and the Lessee fails to remove it within fourteen (14) days after being requested in writing by the Lessor to do so or if after using its reasonable endeavours the Lessor is unable to make such a request to the Lessee within twenty-eight (28) days from the first attempt so made by the Lessor:

10.5.2.1 The Lessor may remove such property and keep it in a warehouse for a period of thirty (30) days. The Lessee shall be responsible for reasonable storage charges and any changes in relation to the removal of such property from the Demise Premises to the warehouse.

10.5.2.2 On the expiration of Sixty (60) days and on failure of the Lessee to turn up and collect its property together with making payment of reasonable storage charges there unto, the Lessor shall have the right to take necessary legal actions and/or procedure in relation to such property.

10.5.3 If the Lessor, having made reasonable efforts, is unable to locate the Lessee, the Lessor shall be entitled to retain such proceeds of sale absolutely unless the Lessee shall claim them within six (6) months of the date upon which the Lessee vacated the Demise Premises. The Lessee shall indemnify the Lessor against any damage occasioned to the Demise Premises and reasonable actions, claims, proceedings, costs, expenses and demands made against the Lessor caused by or related to the presence of the property in or on the Demise Premises or warehouse an amount to be established but shall not exceed the monthly rent payable for that particular month of storage.

11. EASEMENTS AND OTHER RIGHTS OF THE LESSEE

11.1 The Lessee and all persons expressly or by implication authorized by the Lessor shall have the right in common with the Lessor and all other persons having a like right, to use the airport's common areas for the purpose of access to and egress from the building and for all purpose in connection with the use and enjoyment of those areas including the right: -

11.1.1 To have access to and egress from the car park area on specific allocated by the Lessor for private motorcars PROVIDED that the Lessor by a written notice may reposition or reallocate the car parking spaces for the interest of good estate management.

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- 11.1.2 To use such lavatories in the building reasonably proximate to the Demised Premises shall be designated by the Lessor from time to time (except those included within another Lessee's demise).
- 11.1.3 To the free passage and running of electric, telephone; cables and other services or supplies (subject to temporary interruption for repair alteration or replacement) to and from the Demised Premise in and through the pipes that now or during the Lease Term serve the Demised Premise presently laid in or over or under other parts of the building or the estate so far as any of such installations or interruptions do not undermine the purpose of this Lease Agreement .
- 11.1.4 To display in the reception area of the building a name-plate or sign in positions and of reasonable size to be specified by the Lessor showing the Lessee's name and any other details in Lessee's own brand pattern shall be approved by the Lessor such approval not to be unreasonably withheld or delayed.

12. THE LESSOR'S RIGHT TO ALTER THE PROPERTY

- 12.1 The Lessor shall be entitled at all and any times during the Term of this Lease Agreement to completing, altering, repairing, improving, reconstructing, rebuilding, redeveloping and /or adding to the building and the site (other than the Demised Premise) and for such purpose to erect scaffolding, hoardings and building equipment in, at, near or in front of the Demise Premises , as well as such devices as may be required by law or which the architect may certify to be necessary for the purposes of any work aforesaid so far as such activities do not undermine the purpose from which Lessee benefits in this Lease Agreement.
- 12.2 The Lessor shall be further entitled by itself or through its workmen or its agent to all such rights of access to any portion of the Demised Premise as may reasonably be necessary (as long as a reasonable notice, the "notice to enter" has been served to the Lessee except in instances of emergency) for the purpose aforesaid. In exercising its rights above the Lessor shall use its best endeavours to minimize interference with the Lessee's occupation of the Demised Premise and in particular shall not enter the Demised Premise without reasonable prior notice, the notice to enter to the Lessee, save in the event of an emergency when immediate entry upon the Demised Premise shall be permissible.
- 12.3 Notwithstanding anything herein contained the Lessor shall not be liable to the Lessee nor shall the Lessee have any claim against the Lessor in respect of

Lessor.....AM.....

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12.3.1 any interruption by reason of necessary repair or maintenance of any installations or apparatus or damage thereto or destruction thereof by fire water act of God or other cause beyond the Lessor's control or by reason of mechanical or other defect or breakdown or other inclement conditions or unavoidable shortage of fuel materials water or labour unless such loss has been occasioned by negligence or acts of lessor or its agents when exercising this right; or

12.3.2 any act of omission or negligence by any airport attendant or other servants of the Lessor in or about the performance or purported performance of any duty relating to the provision of the said services or any of them, such agents or any person claiming under Lessor, shall perform their duties in the expertise and professional manner acceptable in the best industry practices in the industry of similar works

13. TAKING INVENTORIES

13.1 Inventory When Taking Possession

13.1.1 Save for an area for construction of the Facility, at the time of taking possession of the Demised Premise, there are no movable or fixtures and fittings inventories movable or immovable equipment, fixtures and fittings belonging to Lessor; as such no inventory should be drawn up by both the Lessee and the Lessor or any to be acknowledge by way of an inventory handing over note

13.2 Inventory when vacating

13.2.1 Notwithstanding other provisions is this agreement at the expiry of this Lease Agreement a handing over exercise shall be carried out at the time of vacating the Demised Premise for any reason whatsoever. A report shall be prepared showing inventories (if any) shall be used to determine any work of restoration that may be necessary or to decide the amount of compensation to be paid to either party (if any).

13.3 Changes in the records

13.3.1 Save for an area for construction of a hanger, at the time of taking possession of the Demised Premise, it is hereby acknowledged that there is no any composition of fixtures, fittings, movable and immovable equipment in the Demised Premise whatsoever, as a result, no replacement or additions belonging to the Lessor, there shall be no need to carry an exercise for inventory.

14. GOVERNING LAW

14.1 This Lease Agreement shall be governed by and construed in accordance with the laws of the United Republic of Tanzania.

15. NOTICES

15.1 Any notice to be given under this Lease Agreement may be given by sending the same by post, by the quickest mail available or, electronic-mail, telephone address to the party concerned at its address as given herein below: Or to such other respective addresses as the parties may designate to each other in writing from time to time.

The Lessor: -

Director General,
Tanzania Airports Authority,
P. O. Box 18000,
Julius Nyerere International Airport
Terminal One,
Dar es Salaam.
TANZANIA Contact Person: Director
of Finance and Business
Telephone: +255 22-2842402-3
Fax: +255 22-2844495

To the Lessee: -

Chief Executive Officer,
Safari Plus Limited,
P.O Box 76569,
Dar es Salaam..

Contact Person: ... K. BAUVARD
Telephone: ... 0783887838
Fax:

15.2 Notice by certified or registered mail shall be deemed given within three (3) days after the date that such notice is deposited at the Post Office or electronic mail or any other means that parties agreed in this agreement.

16. RENEWAL/TERMINATION OF THE LEASE AGREEMENT

16.1 Termination for Breach

16.1.1 Parties agree that this Lease Agreement shall not be terminated except in the event a party has committed a Material Breach that cannot be remedied under the provisions of this Lease Agreement.

16.1.2 Provided always that; if either party (the "Defaulting Party") shall commit a material breach of any of the terms, covenants, or conditions of this Agreement and shall fail to remedy such breach within [60] days (or such longer period as may be reasonable in the circumstances) after written notice specifying the breach and requiring the same to be remedied, then the other party (the "Non-Defaulting Party") may,

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without prejudice to any other rights or remedies available at law or in equity, terminate this Agreement by giving a not less than six (6) months' prior written notice to the Defaulting Party, such notice to take effect only if the breach remains materially unremedied at the expiry of the notice period

16.2 Mutual termination

16.2.1 Circumstances under which this Agreement may be terminated by mutual agreement of the Parties include;

16.2.1.1 if either Party knowingly commits a material breach of this Agreement and fails to remedy that breach within 60 days of the service of a notice from the other Party requesting that breach to be remedied,

16.2.1.2 the other Party becomes insolvent or threatens to suspend or cease, carrying on all or a substantial part of its business, or

16.2.1.3 the other Party repeatedly breaches the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement

16.2.2 For the purposes of this Agreement material breach means a breach (including an anticipatory breach) as defined in this agreement.

16.3 LEASE AGREEMENT RENEWAL

16.3.1 This Lease Agreement may be terminated on the expiry of the lease period herein agreed. Provided that the Lessee gives one (1) month written notice prior to the lease agreement expiry of his intention to renew, and if the Lessor is willing to renew this Lease Agreement to the Lessee, the Lease Agreement will be renewed for a further period subject to agreement of terms and conditions between the parties.

16.3.2 If the Lessee fails to deliver services as per this Agreement, for three (3) months without any notice, the Lessor may by a written notice of not less than ninety days (90) days, declare this contract null and void, and in such event, Lessee shall compensate the Lessor for the Loss of Business for the period that he failed to occupy the Demised Premise , provided that such failure to occupy the Demised Premise is not as a result of the lessor's contributory fault .

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16.4 "Force Majeure" Termination

16.4.1 Whenever the Demised Premise or any essential part thereof shall be destroyed or be rendered unfit or unavailable for further tenancy through fire, vandalism, earthquake, flood, storm, war, civil disturbance, parliamentary proceedings, government action or other similar casualty or event beyond the Lessor's control this Lease Agreement shall, at the option of the Lessee, be immediately terminated.

16.4.2 In the case of partial destruction, damage, unfitness or incapacity, this Lease Agreement may be terminated in whole or in part at the Lessee's option. Should the Lessee exercise this option, he shall provide a written notice to the Lessor and no rent shall accrue to the Lessor after such termination, which shall be effective as of the date of the Demised Premise being rendered unusable.

THE LESSOR

SIGNED and DELIVERED by duly authorized officers of **TANZANIA AIRPORTS AUTHORITY**

Signature: 

Officer Name: **ABDUL MUBAREK**

Address: **18000 DSM**

Designation: Director General

Signature: 

Officer Name: **ZILPA MWIGARUBI**

Date: **26/05/2025**

Designation: Corporation/Secretary/Lega

Address: **18000 DSM**

Lessor: **AM**

THE LESSEE

SIGNED and DELIVERED by duly authorized officers of **Safari plus Limited**

Signature: 

Officer Name: **KIERAN BARNARD**

Address: **ALUSHA**

Designation: Director/ secretary

Signature: 

Officer Name: **HIREN SHINGALA**

Date: **26/5/2025**

Designation Director/Company secretary

Address: **ALUSHA**

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ANNEXTURES TO THE AGREEMENT

ANNEX II

ANNEX II: SUMMARY SHEET

General Information:

LEASE AGREEMENT IN RESPECT OF THE DEMISED PREMISE

OFFICER EXECUTING THIS AGREEMENT:

AGREEMENT NUMBER:

Date of Issue: _____ **Date of Signature:** _____

Addresses:

Physical Address: _____ **Billing Address:** _____

Contact Persons

Details	1 st person	2 nd person
Name:		
Title:		
Phone:		
Office.		
Mobile		
Email:		

Contract Period:

This Lease Agreement is valid for **240 Months** and may mutually be renewed thereafter.

Date of Commencement: _____ **Expiration Date:** _____

Allocated Spaces and Payment to the Lessor

Allocated Spaces	Payment to the Lessor
Total land area m ² occupied at Arusha Airport	The sum of TZS being lease rent for the leased spaces for Arusha Airport.

Lessor.....*AM.*.....

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ANNEX III

ANNEX III: BANK DETAILS FOR EFFECTING PAYMENT

**THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF WORKS AND TRANSPORT
TANZANIA AIRPORTS AUTHORITY**

Telephone: +255 22-2842402-3
Fax: +255 22-2844495
Email: info@taa.go.tz



P.O. BOX 18000
DAR ES SALAAM

website: www.taa.go.tz

In reply, please quote
Ref. No.....

DETAILS FOR EFFECTING PAYMENT

Lessee shall affect all payments through a control number to be provided by the Airport Manager at Arusha Airport.

Lessor.....*AM*.....

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ANNEX IV

TECHNICAL DRAWINGS

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ANNEX V: DESCRIPTION OF THE Demised Premise

Demised Premise	Bult up Area (SQM)	Ramp Area (SQM)	Total Area (SQM)	Rent / (SQM)	Total Rent/Annum
Area/Rent in sqm	4260	1680	5,340	25,000:00	133,500,000:00

Premise in SQM	Specified Area	Total Area (SQM)	Rent / (SQM)	Total Rent/Annual
Built Up Area	4260	4260	120,000:00	106,500,00
Ramp Area	1680	1680	25,000:00	42,000,000

Lessor.....AM.....

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ANNEX VI

- i. Annex I –Terms and conditions for the lease
- ii. Annex II - Summary sheet
- iii. Annex III – Details for effecting payment
- iv. Annex IV- Description of the Demised Premises
- v. technical drawings
- vi. Legal documents

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